

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65101

REQUEST NO.	2-061109
DATE	October 26, 2006
PAGE NO.	1 NO. OF PAGES 27

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m., Local Time, November 9, 2006

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations As Listed

DEFINITE DELIVERY DATE SHOULD BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS
SHOULD BE EXTENDED AND TOTALED.**

BUYER: Brenda Tyree

BUYER TELEPHONE: 573-751-7482

BUYER EMAIL:

Brenda.Tyree@modot.mo.gov

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	<p>Type 170 Traffic Signal Controller District 8 Springfield</p> <p>The controllers must be built according to the attached specifications and wired according to the individual phasing sheets.</p> <p>Award will be made on “All or None” basis, provided the prices are acceptable to the Commission.</p> <p>Prices to remain firm until November 30, 2007.</p> <p>Return sealed bid to the address shown at the top of this page.</p>		8	each		

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
 Telephone No.: _____
 Fax No.: _____
 Federal I.D. No. _____
 Email Address: _____

Firm Name: _____
 Address: _____
 By (Signature): _____
 Type/Print Name _____

MISSOURI DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS

TYPE 170E SIGNAL CONTROLLER

CABINETS

Controller Cabinets shall be 0.125 inch reinforced shell aluminum alloy, and be of clean-cut design and appearance. The cabinets to be furnished shall be in accordance with the "Traffic Signal Control Specifications"; Published by the State of California, Business, Transportation & Housing Agency: Department of Transportation (CALTRANS), dated January, 1989, and all current Addenda and Revisions. Further, the equipment shall meet the following Specifications. In case of conflict, the Department Specifications shall govern.

Bids shall provide a certification that the equipment proposed is included on the most current QPL of CALTRANS and MoDOT Approved Products List. Exception: Department specific equipment, that is not defined in the CALTRANS specification is exempt from this QPL requirement.

Only items on the latest revision of the Missouri Department of Transportation Approved Products List for Traffic Signals and Highway Lighting Equipment will be accepted. The attached Traffic Controller Assembly Equipment List shall be completed and returned with the bids.

The additional requirements for the model 332 and the model 336S stretched or any other cabinet assemblies to be supplied by the bidder are as follows. Supplier must be approved for model 332 cabinet. All cabinets shall exhibit a "bare" aluminum finish and the Police door shall be made of the same finished material as the rest of the cabinet. The handles for each door shall swing outward. All main cabinet doors shall accept a NO. 2 Corbin Key. Two sets of keys shall be supplied with each cabinet. All cabinet assemblies shall be supplied with a Power Distribution Assembly Number 2, (PDA#2). The 336S stretched cabinet shall be provided with the standard "M" base adapter attached to the cabinet and anchor bolts. If any auxiliary output file is specified, the C5 connections shall be included.

Each cabinet shall include two (2) fluorescent lighting fixtures mounted inside the front and back portion of the cabinet. These fixtures shall include a cool white lamp with protective cover and shall operate by a normal power UL listed ballast. A door actuated switch shall be installed to turn on the cabinet light when the door is open. Each switch should work each individual light.

The police panel door shall contain one DPST toggle switch which shall be labeled FLASH/AUTOMATIC and may be used to switch output control from the switch packs to the flash unit and vice versa. This shall be the only control switch accessible from the police panel.

All output field conductors shall be terminated in the cabinet on a one piece copper 600 volt heavy duty mechanical screw connector offset tang assembly. Each mechanical screw connector shall accommodate up to four No. 12 AWG conductors. Each clamp shall be captive to the contact screw and the screw captive to the contact. Field wiring shall not be spade lugged. The A.C. neutral buss and chassis ground buss shall be a 17 position solid copper neutral bar with set screws that allows the wires to be attached without tang or spade assemblies.

The output file shall be hand wired, no printed circuit boards shall be allowed except for red fail monitoring. The back of the load switch bay and the conflict monitor bay shall be enclosed to prevent any wires interfering with plugging in of components.

A 420 auxiliary output file shall be required when called for on the plans or if more than 12 load switches are required. This file shall meet the latest CALTRANS Specifications.

I and J input files shall be provided unless otherwise specified.

All cables shall be located and secured so that they do not interfere with the removal of the controller or the opening of the controller front panel.

A removable and replaceable furnace type fiberglass filter shall be housed behind the door vents. The filter filtration area shall cover the vent openings. A filter shell shall be provided that fits over the filter providing mechanical support for the filter. The shell shall be louvered to direct the incoming air downward.

A diagnostic cabinet test program complete with documentation will be provided for each 10 or less cabinets ordered.

PULL OUT DRAWER

A pull-out, hinged-top drawer, having sliding tracks, with lockout and quick-disconnect feature, such as a Vent-Rak Retractable Writing Shelf, #D-4090-13 or equivalent. The pull-out drawer shall extend a minimum of 14 inches in order to facilitate removal of the processor by providing the processor with an aluminum platform covered by a formica-type chemical-proof plastic sheet while the rear connector is being removed. It shall be possible to lift this hinged platform in order to gain access to the interior of the drawer. Minimum interior dimensions of the drawer shall be 1 inch high, 13 inches deep, and 16 inches wide. The drawer shall be capable of supporting a 40 pound controller when fully extended. Drawer shall be mounted immediately below the controller assembly.

SURGE PROTECTION

Each cabinet shall be provided with devices to protect the control equipment from surges and over voltages. This shall include incoming power lines, the Input File, the Output File, and communication lines.

All input file inputs shall be protected with a 30V MOV with (30 Joule rating). The output of all load switch outputs shall be protected with a 150V MOV (80 Joule Rating). The MOV's shall be connected from the AC positive field terminal to the chassis ground. The output MOV's shall be mounted on the field terminal side of the output assembly.

For the 332A cabinet, appropriate input surge protection shall be mounted on the Lower Input Termination Panel (LIP). The power distribution assembly (PDA#2) of each controller cabinet shall include a surge protection unit on the AC Service Input. The protector shall be installed between the applied line voltage and earth ground. The surge protector shall be capable of reducing the effect of lightning transient voltages applied to the AC line. The protection device shall be a two stage series parallel device, and shall be an SHA 1210. (Refer to MoDOT approved product list) It shall include the following features and functions:

Maximum AC line voltage: 140 VAC

Twenty pulses of peak current, each of which will rise in 8 microseconds and fall in 20 microseconds to 1/2 the peak: 20000 Amperes.

The protector shall be provided with the following terminals:

Main line (AC line first stage terminal).

Main Neutral (AC Neutral input terminal).

Equipment Line Out (AC Line second stage output terminal, 10 Amps.).

Equipment Neutral Out (Neutral terminal to protected equipment).

GND (Earth connection).

The Main AC line in and the Equipment Line out terminals shall be separated by a 200 Microhenry (minimum) inductor rated to handle 10 Amp AC Service. The first stage clamp shall be between Main Line and Ground terminals.

The second stage clamp shall be between Equipment Line out and Equipment Neutral.

The protector for the first and second stage clamp must have a MOV or similar solid state device rated at 20KA and be of a completely solid stage design (i.e. no gas discharge tubes allowed).

The Main Neutral and Equipment Neutral Out shall be connected together internally and shall have an MOV similar solid state device or gas discharge tubes rated at 20 KA between Main Neutral and Ground terminals.

Peak clamp voltage: 350 Volts at 20 KA (Voltage measured between Equipment Line Out and Equipment Neutral Out terminals. Current applied between Main Line and Ground Terminals with Ground and Main Neutral terminals externally tied together). Voltage shall never exceed 350 volts.

The Protector shall be epoxy encapsulated in a flame retardant material.

Continuous service current, 10 Amps at 120 VAC RMS.

The Equipment Line Out shall provide power to the Type 170 and to the 24V power supply.

Communications line protector for incoming and outgoing communication lines shall be EDCO part #PC642C-008 or equivalent with mounting connector #PCB1B or equivalent. If fiber or radio communications are specified these communications line protectors are not required.

CABINET ACCESSORIES

Model 222 Loop Detector Amplifiers. The loop detector amplifier units shall be as specified in the CALTRANS Specifications. The quantity of units shall be as described on the plans or traffic signal controller order form.

Model 242 D.C. Isolator. The D.C. isolators shall be the Model 242 as specified in the CALTRANS Specifications. A minimum of (1) shall be supplied. Additional quantities of units shall be needed for actuated pedestrian, preemption or as described on the plans or traffic signal controller order form.

Model 200 Load Switch. The load switch shall be the Model 200 as specified in the CALTRANS Specifications. The quantity of units shall be as described on the plans or traffic signal controller order form.

Model 204 Flasher. The flashers shall be the Model 204 as specified in the CALTRANS Specifications. Each cabinet shall be supplied with two (2) model 204 flashers.

Model 252 A.C. Isolator. The A.C. isolators shall be the Model 252 as specified in the CALTRANS Specifications. The quantity of units shall be as described on the plans or traffic signal controller order form.

Model 430 Flash Transfer Relay. The flash transfer unit shall be the Model 430 as specified in the CALTRANS Specifications. Each cabinet shall be supplied with four (4) model 430 flash transfer relays (2 additional model 430 flash transfer relays when a 420 auxiliary is shown on plans).

Model 400 Modem. The quantity of units shall be as described on the plans or traffic signal controller order form.

Model SM 2400 Modem. The quantity of units shall be as described on the plans or traffic signal controller order form.

Computer Cable. The cable will consist of both male and female amp connectors as described in addendum 8 section 2-5-6 C2, C20, C30 and C40 Detail Dated November 19, 1993, of Caltrans Traffic Signal Control Specifications dated January 1989. The female connector of the cable will be located in the front of the cabinet and extend past the front edge of the rack a minimum of .5 inches and a maximum of 1 inch. The male connector will be on the cable end and will be in the back of the cabinet. This cable will extend 14 inches along the side of the rack with a minimum of 12 inches free that can be used to plug into any of the 170E's four ports. The cable will consist of one wire connecting the like pin in the other connector starting with A and ending with R. The wire should be 20 gauge (one cable shall be supplied for each cabinet). The mounting of this cable or any switch shall not interfere in any way with the installation or removal of the controller. If the cable is mounted within the pull out drawer any hole that is drilled in the drawer shall be equipped with a rubber grommet to protect the cable and shall have enough slack to prevent binding of the cable.

MODEL 210 CONFLICT MONITOR

Each cabinet shall be supplied with a Model 210 Conflict Monitor as specified in the CALTRANS specification and addenda as follows:

The conflict monitor shall be capable of monitoring for the absence of voltage on all of the inputs of a channel (defined here as red, yellow, and green). If an input is not present on at least one input of a channel at all times, the unit shall begin timing the duration of this condition. If this condition exists for less than 700 milliseconds, the unit shall not trigger, if this condition exist for more than 1000 milliseconds, the unit shall trigger as if a conflict had occurred, causing the intersection to transfer immediately into a flashing mode, and stop-time to be applied to the controller, a red signal shall require the presence of a minimum of 60 (+/-10) volts ac to satisfy the requirements of a red indication.

A connector and terminal assembly designated as P20 (Magnum P/N 722120 or equivalent) for monitoring the absence of red shall be an integral part of the output file. The connector shall terminate and be compatible with the cable and connector of a Type 170 conflict monitor unit (CMU), capable of monitoring the absence of

red. The pin assignments of the P20 connector and terminal assembly shall be provided with the cabinet plans. The OP20 connector shall be physically alike to the cable and connector of a Type 170 CMU to prevent the absence of red cable connector from being inserted into the P20 connector 180 degrees out of alignment. Programming of the unused red channels shall be accomplished via jumpers. These jumpers shall cause 115 VAC to be applied to any and all unused red monitoring channels. These jumpers and their respective attachment points shall be part of the output file.

TYPE 170E MICROCOMPUTER SIGNAL CONTROLLER

Except as herein modified, the Microcomputer 170E controller shall conform to the CALTRANS TRAFFIC SIGNALS CONTROL EQUIPMENT SPECIFICATIONS as published January, 1989, with the exception that Chapter 2, and details related to the Model 170 controller unit, are superseded by addendum 8, dated November 1993, which are herein incorporated by reference and form a part of this Specification as follows:

This controller shall be fully compatible with the software specified on the plans.

The C2, C20, C30 and C40 connectors shall be amp standard.

One spare set of internal printed circuit boards shall be furnished with each controller unit. This includes, but is not limited to, the power supply, front panel, I/O, CPU and modem if specified.

If fiber optics are specified, a fiber optic modem shall be supplied.

Diagnostic Test Program. For each 10 or less Model 170E controllers purchased, the bidder shall provide a Diagnostic Test Program Prom Chip that shall test the operation of the Model 170E controller units, including but not limited to, internal memory, the Program Module, the real-time clock, input-output circuitry, the modem, and the display and keyboard. The program shall be capable of operating with an external CRT (provided by others), and with controller keypad entries and displays. Full documentation on the program shall be included. The software shall be configured to work on a 412C prom module.

A copy of the CALTRANS specifications will be supplied by the state at the request of the contractor.

PROM MODULE

Each Model 170E controller unit shall be furnished with one (1) Program Module, Model 412C as specified in the CALTRANS Specification, dated January, 1989 and all addendum's up to and including addendum 8, including back up lithium battery, and real time clock adjuster circuit, 1 Dallas 1225 chip, two 6264 ram chips.

SOFTWARE

DISTRICT 4

The most recent revision of Wapiti W41KS or W70SM shall be mounted on the prom module and configured accordingly.

DISTRICT 8

The prom module shall be configured for Bitran software.

EQUIPMENT TESTING

Controllers and cabinets purchased under this contract shall be tested for conformance to CALTRANS, "Traffic Signal Control Equipment Specifications" dated January 1989 and the latest addenda. Testing may be done by an independent laboratory if the manufacturer does not have sufficient facilities to carry out the testing. A copy of the test results for all equipment purchased shall be supplied by the manufacturer.

Each Model 170E controller unit shall be tested over a temperature range of minus 34 to plus 74 degrees Celsius. Proper operation of the unit shall be verified at both temperature extremes and at ambient. This testing is not a substitute for any quality control testing or final inspection testing normally performed, it is a process to be carried out prior to final inspection.

Environmental chamber(s) shall have provision for remotely controlling the Model 170E controller being tested. Proper operation of the equipment shall be verified at minus 34, plus 74 degrees Celsius and ambient. Cold and hot soak times shall be sufficient to allow all components in the device to reach the temperatures desired. A minimum soak time of three hours shall be used for all testing.

A representative of the agency may travel to the testing site to verify that the environmental testing is being carried out properly and to observe manufacturing practices at the factory.

The manufacturer shall submit a proposed testing procedure and schedule 30 days in advance for evaluation by the Agency. Test procedures, environmental chambers, automatic test equipment, display boards, power supplies, and controls shall be described in detail. A "dry run" should be carried out in order to work out any problems with the test procedure. Any problems should be resolved before the arrival of the representative of the Agency.

Minimum test requirements are given below. The manufacturer is free to suggest additional tests or variations on the test given below. Any changes should be described in the testing proposal.

Cabinet. Cabinets shall be tested at ambient conditions only. An automatic or semi-automatic method of checking cabinet wiring between equipment harnesses and field connections is required.

Controllers. Controller shall pass the following test at least 5 times at each temperature extreme and ambient.

Recovery from a short power interrupt of approximately 500 milliseconds.

Recovery from a long power interrupt of approximately 5 seconds.

Front panel displays should be visible from a window in the environmental chamber. Signal outputs shall be brought out of the chamber to display board if controllers cannot be directly observed.

The vendor shall provide a method of testing controller inputs and outputs. Diagnostic software and wraparound connector for controller harnesses may be used. If diagnostic software is not used, outputs shall be brought out to a display board. Inputs may be paralleled to each controller.

CONFLICT MONITOR TEST CABLE

To facilitate testing of the conflict monitor by maintenance crews, one additional connector cable shall be furnished by the manufacturer and installed in each cabinet. This cable shall be four feet in length, utilizing #18 wire to connect a 36 pin plug to back panel terminals as indicated below:

<u>Receptable Circuit</u>	<u>Terminal Phase</u>
1	1 G
2	1 Y
3	2 G
4	2 Y
5	3 G
6	3 Y
7	4 G
8	4 Y
9	5 G
10	5 Y
11	6 G
12	6 Y
13	7 G
14	7 Y
15	8 G
16	8 Y
17	2 Walk
18	6 Walk
19	4 Walk
20	8 Walk
21	Circuits used only in a 322A
22	Cabinet W/Auxiliary Output File
23	1 Aux G
24	1 Aux Y
25	3 Aux G
26	3 Aux Y
27	5 Aux G
28	5 Aux Y
29	6 Aux G
30	6 Aux Y
31	I14-W Stop Time
32	DC Ground
33	Monitor Reset
34	DC Ground
35	2 Aux G
36	2 Aux Y
	4 Aux G
	4 Aux Y

Connector cable shall utilize a 36 circuit polarized nylon Waldom Molex type receptacle (part number 03-06-1361) using 0.062" female terminals made of 70/30 spring tempered tin-plated brass 0.010" thick with contact of resistance 0.0025 ohm mV, drop of 2.5 mV at 1 amp with 250 volts 4 amps maximum per circuit. This connector cable "free floats" in the front bottom 6 inches of the cabinet and is not used in the normal operation of the controller. A moisture proof cap shall be provided to prevent the accumulation of moisture on the plug terminals. This cap shall remain attached to the connector when the cable is in use.

AWARD

The right is reserved to award all or none of the controllers and compatible accessories to a bidder, or to reject any and all bids.

DELIVERY

All equipment must be received at the specified destination within 90 calendar days after the issue date of the purchase order. Liquidated damages for late delivery will be assessed at \$50.00 per controller per day after the specified delivery date.

ACCEPTANCE

All equipment shall be subject to a twenty day acceptance period, which includes fifteen days for testing the equipment and five days for the supplier to repair or replace any defective equipment. The test period shall begin no later than fifteen days after the date the equipment is received. Any failure or malfunction of the equipment during the test period shall be corrected at the contractor's expense. The equipment shall then be tested for an additional fifteen days. This procedure shall be repeated until the equipment has operated to the state's satisfaction for fifteen consecutive days. Liquidated damages for defective equipment shall be assessed at \$50.00 per controller per day after the twenty day acceptance period.

LIQUIDATED DAMAGES

Liquidated damages will be limited to 50 (fifty) per cent of the total contract price. When this amount is reached, the Commission, at its discretion, reserves the right to cancel the remainder of the contract without being considered in breach of the contract and without any additional payment to the bidder. Prior to the effective date of cancellation by the Commission, the Commission will purchase all units requested, received and found acceptable, less any liquidated damages. The Commission will apply liquidated damages to those amounts not fulfilled.

TRAFFIC CONTROLLER ASSEMBLY EQUIPMENT LIST

The following list shall be completed and returned with the bid. All delivered equipment shall be the products listed below.

<u>Item</u>	<u>Manufacturer</u>	<u>Catalog Number</u>
Cabinet and Rack Assembly	_____	_____
Type 170 Controller	_____	_____
Conflict Monitor	_____	_____
Load Switch	_____	_____
Flasher	_____	_____
Flash Transfer Relay	_____	_____
Surge Protector	_____	_____
Model 222 Detector	_____	_____
Model 242 Isolator	_____	_____
252 Isolator Module	_____	_____
Dial-Up Modem (Provide spec sheet with bid)	_____	_____

Signed: _____ Title: _____ Date: _____

170 Traffic Signal Controller Order Form

DISTRICT	COUNTY	DESIGNATION	TRAVELWAY	CROSS STREET	LOG MILE
8 - SPRINGFIELD	GREENE	BU	65	BENNETT	4.04900

SHIP TO:

JOHN CHOATE	2455 N. MAYFAIR	SPRINGFIELD, MO	65803
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170 SOFTWARE**CONTROLLER TYPE****CABINET TYPE****SYSTEM MASTER****INTERCONNECT TYPE****CABINET DESCRIPTION**☒ PHASE 1 # PED PHASES ☒ PHASE 2 ☒ PHASE 3 # OVERLAPS ☒ PHASE 4 EXCLUSIVE PED PHASE ☒ PHASE 5 ☒ PHASE 6 # OF LOAD SWITCHES ☒ PHASE 7☒ PHASE 8**CONFLICT MONITOR TYPE**# OF STANDARD 2 CHANNEL CARD RACK DETECTORS # MODEL 242 DC ISOLATORS # MODEL 252 AC ISOLATORS **PRE-EMPT****PRE-EMPT INFORMATION**# OF DELAY/EXTEND DETECTOR **OTHER INFORMATION OR SPECIAL REQUIREMENTS:**

ALL CABINETS AND MODULES MUST BE ON THE MODOT APPROVED PRODUCTS LIST.

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170 Traffic Signal Controller Order Form

DISTRICT	COUNTY	DESIGNATION	TRAVELWAY	CROSS STREET	LOG MILE
8 - SPRINGFIELD	GREENE	RT	D	PLAZA SOUTH	1.61000

SHIP TO:				
JOHN CHOATE	2455 N. MAYFAIR	SPRINGFIELD, MO	65803	

170 SOFTWARE	CONTROLLER TYPE	CABINET TYPE
BITRAN	ACTUATED	332

SYSTEM MASTER	INTERCONNECT TYPE	CABINET DESCRIPTION
	FIBER CLOSED LOOP	

<input type="checkbox"/> PHASE 1	# PED PHASES	0
<input checked="" type="checkbox"/> PHASE 2		
<input checked="" type="checkbox"/> PHASE 3	# OVERLAPS	0
<input checked="" type="checkbox"/> PHASE 4	EXCLUSIVE PED PHASE	0
<input type="checkbox"/> PHASE 5		
<input checked="" type="checkbox"/> PHASE 6	# OF LOAD SWITCHES	6
<input checked="" type="checkbox"/> PHASE 7		
<input checked="" type="checkbox"/> PHASE 8		

# OF STANDARD 2 CHANNEL CARD RACK DETECTORS	6
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# MODEL 242 DC ISOLATORS	1
--------------------------	---

# MODEL 252 AC ISOLATORS	0
--------------------------	---

# OF DELAY/EXTEND DETECTOR	0
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CONFLICT MONITOR TYPE

210E

PRE-EMPT

PRE-EMPT INFORMATION

OTHER INFORMATION OR SPECIAL REQUIREMENTS:

ALL CABINETS AND MODULES MUST BE ON THE MODOT APPROVED PRODUCTS LIST.

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170 Traffic Signal Controller Order Form

DISTRICT	COUNTY	DESIGNATION	TRAVELWAY	CROSS STREET	LOG MILE
8 - SPRINGFIELD	GREENE	BU	65	GRAND	3.54200

SHIP TO:

JOHN CHOATE	2455 N. MAYFAIR	SPRINGFIELD, MO	65803
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170 SOFTWARE**CONTROLLER TYPE****CABINET TYPE****SYSTEM MASTER****INTERCONNECT TYPE****CABINET DESCRIPTION**

- | | | |
|---|---------------------|--------------------------------|
| <input checked="" type="checkbox"/> PHASE 1 | # PED PHASES | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 2 | | |
| <input checked="" type="checkbox"/> PHASE 3 | # OVERLAPS | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 4 | | |
| <input checked="" type="checkbox"/> PHASE 5 | EXCLUSIVE PED PHASE | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 6 | # OF LOAD SWITCHES | <input type="text" value="8"/> |
| <input checked="" type="checkbox"/> PHASE 7 | | |
| <input checked="" type="checkbox"/> PHASE 8 | | |

CONFLICT MONITOR TYPE# OF STANDARD 2 CHANNEL CARD RACK DETECTORS **PRE-EMPT****PRE-EMPT INFORMATION**# MODEL 242 DC ISOLATORS # MODEL 252 AC ISOLATORS # OF DELAY/EXTEND DETECTOR **OTHER INFORMATION OR SPECIAL REQUIREMENTS:**

ALL CABINETS AND MODULES MUST BE ON THE MODOT APPROVED PRODUCTS LIST.

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170 Traffic Signal Controller Order Form

DISTRICT	COUNTY	DESIGNATION	TRAVELWAY	CROSS STREET	LOG MILE
8 - SPRINGFIELD	GREENE	BU	65	PORTLAND	4.26100

SHIP TO:

JOHN CHOATE	2455 N. MAYFAIR	SPRINGFIELD, MO	65803
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170 SOFTWARE**CONTROLLER TYPE****CABINET TYPE****SYSTEM MASTER****INTERCONNECT TYPE****CABINET DESCRIPTION**

- | | | |
|---|---------------------|--------------------------------|
| <input checked="" type="checkbox"/> PHASE 1 | # PED PHASES | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 2 | | |
| <input checked="" type="checkbox"/> PHASE 3 | # OVERLAPS | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 4 | | |
| <input checked="" type="checkbox"/> PHASE 5 | EXCLUSIVE PED PHASE | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 6 | # OF LOAD SWITCHES | <input type="text" value="8"/> |
| <input checked="" type="checkbox"/> PHASE 7 | | |
| <input checked="" type="checkbox"/> PHASE 8 | | |

CONFLICT MONITOR TYPE# OF STANDARD 2 CHANNEL CARD RACK DETECTORS # MODEL 242 DC ISOLATORS # MODEL 252 AC ISOLATORS # OF DELAY/EXTEND DETECTOR **PRE-EMPT****PRE-EMPT INFORMATION****OTHER INFORMATION OR SPECIAL REQUIREMENTS:**

ALL CABINETS AND MODULES MUST BE ON THE MODOT APPROVED PRODUCTS LIST.

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170 Traffic Signal Controller Order Form

DISTRICT	COUNTY	DESIGNATION	TRAVELWAY	CROSS STREET	LOG MILE
8 - SPRINGFIELD	GREENE	BU	65	CHEROKEE	4.78900

SHIP TO:

JOHN CHOATE	2455 N. MAYFAIR	SPRINGFIELD, MO	65803
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170 SOFTWARE**CONTROLLER TYPE****CABINET TYPE****SYSTEM MASTER****INTERCONNECT TYPE****CABINET DESCRIPTION**

- | | | |
|---|---------------------|--------------------------------|
| <input checked="" type="checkbox"/> PHASE 1 | # PED PHASES | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 2 | | |
| <input checked="" type="checkbox"/> PHASE 3 | # OVERLAPS | <input type="text" value="0"/> |
| <input type="checkbox"/> PHASE 4 | EXCLUSIVE PED PHASE | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 5 | | |
| <input checked="" type="checkbox"/> PHASE 6 | # OF LOAD SWITCHES | <input type="text" value="6"/> |
| <input checked="" type="checkbox"/> PHASE 7 | | |
| <input type="checkbox"/> PHASE 8 | | |

CONFLICT MONITOR TYPE# OF STANDARD 2 CHANNEL CARD RACK DETECTORS # MODEL 242 DC ISOLATORS # MODEL 252 AC ISOLATORS # OF DELAY/EXTEND DETECTOR **PRE-EMPT****PRE-EMPT INFORMATION****OTHER INFORMATION OR SPECIAL REQUIREMENTS:**

ALL CABINETS AND MODULES MUST BE ON THE MODOT APPROVED PRODUCTS LIST.

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170 Traffic Signal Controller Order Form

DISTRICT	COUNTY	DESIGNATION	TRAVELWAY	CROSS STREET	LOG MILE
8 - SPRINGFIELD	GREENE	BU	65	SEMINOLE	5.05900

SHIP TO:

JOHN CHOATE	2455 N. MAYFAIR	SPRINGFIELD, MO	65803
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170 SOFTWARE

BITRAN

CONTROLLER TYPE

ACTUATED

CABINET TYPE

332

SYSTEM MASTER**INTERCONNECT TYPE**

SERIAL CLOSED LOOP

CABINET DESCRIPTION

- | | | |
|---|---------------------|---|
| <input checked="" type="checkbox"/> PHASE 1 | # PED PHASES | 0 |
| <input checked="" type="checkbox"/> PHASE 2 | | |
| <input checked="" type="checkbox"/> PHASE 3 | # OVERLAPS | 0 |
| <input checked="" type="checkbox"/> PHASE 4 | | |
| <input checked="" type="checkbox"/> PHASE 5 | EXCLUSIVE PED PHASE | 0 |
| <input checked="" type="checkbox"/> PHASE 6 | # OF LOAD SWITCHES | 8 |
| <input checked="" type="checkbox"/> PHASE 7 | | |
| <input checked="" type="checkbox"/> PHASE 8 | | |

CONFLICT MONITOR TYPE

210E

OF STANDARD 2 CHANNEL CARD RACK DETECTORS 8

MODEL 242 DC ISOLATORS 1

MODEL 252 AC ISOLATORS 0

OF DELAY/EXTEND DETECTOR 0

PRE-EMPT**PRE-EMPT INFORMATION****OTHER INFORMATION OR SPECIAL REQUIREMENTS:**

ALL CABINETS AND MODULES MUST BE ON THE MODOT APPROVED PRODUCTS LIST.

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170 Traffic Signal Controller Order Form

DISTRICT	COUNTY	DESIGNATION	TRAVELWAY	CROSS STREET	LOG MILE
8 - SPRINGFIELD	CHRISTIAN	US	160	RT14	106.29800

SHIP TO:			
JOHN CHOATE	2455 N. MAYFAIR	SPRINGFIELD, MO	65803

170 SOFTWARE	CONTROLLER TYPE	CABINET TYPE
BITRAN	ACTUATED	332

SYSTEM MASTER	INTERCONNECT TYPE	CABINET DESCRIPTION
	RADIO CLOSED LOOP	

<input checked="" type="checkbox"/> PHASE 1	# PED PHASES	<input type="text" value="0"/>
<input checked="" type="checkbox"/> PHASE 2		
<input checked="" type="checkbox"/> PHASE 3	# OVERLAPS	<input type="text" value="0"/>
<input checked="" type="checkbox"/> PHASE 4		
<input checked="" type="checkbox"/> PHASE 5	EXCLUSIVE PED PHASE	<input type="text" value="0"/>
<input checked="" type="checkbox"/> PHASE 6	# OF LOAD SWITCHES	<input type="text" value="8"/>
<input checked="" type="checkbox"/> PHASE 7		
<input checked="" type="checkbox"/> PHASE 8		

CONFLICT MONITOR TYPE
210E

# OF STANDARD 2 CHANNEL CARD RACK DETECTORS	<input type="text" value="8"/>
---	--------------------------------

# MODEL 242 DC ISOLATORS	<input type="text" value="1"/>
--------------------------	--------------------------------

# MODEL 252 AC ISOLATORS	<input type="text" value="0"/>
--------------------------	--------------------------------

# OF DELAY/EXTEND DETECTOR	<input type="text" value="0"/>
----------------------------	--------------------------------

PRE-EMPT

PRE-EMPT INFORMATION

OTHER INFORMATION OR SPECIAL REQUIREMENTS:

--

ALL CABINETS AND MODULES MUST BE ON THE MODOT APPROVED PRODUCTS LIST.

Go To Next Record



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170 Traffic Signal Controller Order Form

DISTRICT	COUNTY	DESIGNATION	TRAVELWAY	CROSS STREET	LOG MILE
8 - SPRINGFIELD	TANEY	MO	76	RT165	100.23700

SHIP TO:

JOHN CHOATE	2455 N. MAYFAIR	SPRINGFIELD, MO	65803
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170 SOFTWARE**CONTROLLER TYPE****CABINET TYPE****SYSTEM MASTER****INTERCONNECT TYPE****CABINET DESCRIPTION**

- | | | |
|---|---------------------|--------------------------------|
| <input checked="" type="checkbox"/> PHASE 1 | # PED PHASES | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 2 | | |
| <input checked="" type="checkbox"/> PHASE 3 | # OVERLAPS | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 4 | | |
| <input checked="" type="checkbox"/> PHASE 5 | EXCLUSIVE PED PHASE | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> PHASE 6 | # OF LOAD SWITCHES | <input type="text" value="8"/> |
| <input checked="" type="checkbox"/> PHASE 7 | | |
| <input checked="" type="checkbox"/> PHASE 8 | | |

CONFLICT MONITOR TYPE# OF STANDARD 2 CHANNEL CARD RACK DETECTORS # MODEL 242 DC ISOLATORS # MODEL 252 AC ISOLATORS # OF DELAY/EXTEND DETECTOR **PRE-EMPT****PRE-EMPT INFORMATION****OTHER INFORMATION OR SPECIAL REQUIREMENTS:**

ALL CABINETS AND MODULES MUST BE ON THE MODOT APPROVED PRODUCTS LIST.

Go To Next Record



Go to Previous Record



Add a New Record



Close File



NOTICE

Missouri Highway and Transportation (MoDOT) is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the MoDOT specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Traffic Signal Controllers Assemblies** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT

It is understood that MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Traffic Signal Controllers Assemblies** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.